

## REMARKS

In both of independent Claims 1 and 11, a “wherein” clause defines two separate optical paths. There is a concern over whether these definitions in Claims 1 and 11 match the corresponding definitions in the specification. Accordingly, Claims 1 and 11 have been cancelled so as to permit resolution of these concerns in a divisional application now being filed with the substance of the cancelled claims.

The dependency relationships of the remaining claims have been adjusted, through cancellation or amendment, and Claims 25 to 28 have been cancelled over concerns similar to those noted above.

Cancellation is without prejudice or disclaimer of subject matter since, as noted above, the substance of the cancelled claims is being pursued in a separate divisional application.

Entry hereof is respectfully requested.

Applicant's undersigned attorney may be reached in our Costa Mesa,  
California office at (714) 540-8700. All correspondence should continue to be directed to  
our below-listed address.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Michael K. O'Neill", written over a horizontal line.

Attorney for Applicant  
Michael K. O'Neill  
Registration No. 32,622

FITZPATRICK, CELLA, HARPER & SCINTO  
30 Rockefeller Plaza  
New York, New York 10112-3800  
Facsimile: (212) 218-2200

CA\_MAIN 103156v1